

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
ALEXIS L. BESANCENEZ

Alexis L. Besancenez (Besancenez) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Besancenez's license as an inactive real estate salesperson, no. 2008035658, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREC under § 621.110, RSMo Supp. 2011. The MREC and Besancenez jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2011.

Besancenez acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against her at the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

administrative hearing commissioner concerning the charges pending against her; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the MREC at which time Besancenez may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC.

Being aware of these rights provided to her by law, Besancenez knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to her.

Besancenez acknowledges that she has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline, along with citations to law and/or regulations the MREC believes were violated. Besancenez stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Besancenez's license as an inactive real estate salesperson, license no. 2008035658, is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo Supp. 2011, and §§ 339.010 to 339.205 and 339.710 to 339.855, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Besancenez in Part II herein is based only on the agreement set out in Part I herein.

Besancenez understands that the MREC may take further disciplinary action against her based on facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered.

I.

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the MREC and Besancenez herein jointly stipulate to the following:

1. Besancenez is licensed by the MREC as an inactive real estate salesperson, license no. 2008035658. Besancenez was [current and active at all time relevant herein].
2. On September 24, 2010, Besancenez signed and submitted an Application to Renew Salesperson License to the MREC with a social security number different than what the MREC already had in its records.
3. By letter dated June 15, 2011, MREC requested that Besancenez provide a copy of her social security card within 30 days.
4. Besancenez did not respond to the MREC's June 15, 2011 letter.
5. On August 4, 2011, MREC resent the June 15, 2011 letter.
6. Besancenez did not respond to the MREC's second request.
7. By letter dated September 12, 2011, the MREC again advised Besancenez that she had not submitted a response to their prior letters and that failure to respond is a violation of 20 CSR 2250-8.170(1).
8. Besancenez did not respond to the MREC's September 12, 2011 letter.

9. By letter dated October 20, 2011, the MREC sent another letter to Besancenez requesting that she appear before the MREC at its December 14, 2011 meeting or provide the information previously requested prior to November 20, 2011.

10. Besancenez did not respond to the October 20, 2011 letter and did not attend the December 14, 2011 meeting.

11. Rule 20 CSR 2250-8.170, requiring inactive real estate salespersons to respond to MREC inquiries, states:

(1) Failure of a licensee to respond in writing, within thirty (30) days from the date of the commission's written request or inquiry, mailed to the licensee's address currently registered with the commission, will be sufficient grounds for taking disciplinary action against that licensee.

12. Based on Besancenez's failure to respond to the MREC's inquiries, cause exists to discipline Besancenez's inactive real estate salesperson license pursuant to § 339.100.2(15) and (19), RSMo Supp. 2011, which states:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621, RSMo, against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

.....

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860, or of any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860;

.....

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence[.]

II.

Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo Supp. 2011.

13. **Besancenez's license is revoked and all indicia of licensure shall be surrendered immediately.** Besancenez's license as an inactive real estate salesperson is hereby REVOKED and ALL INDICIA OF LICENSURE SHALL BE SURRENDERED IMMEDIATELY upon this Settlement Agreement becoming effective.

14. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Besancenez of §§ 339.010 to 339.205 and 339.710 to 339.855, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

15. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the MREC or may be discovered.

16. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

17. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

18. The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 339, 610, and 324, RSMo, as amended.

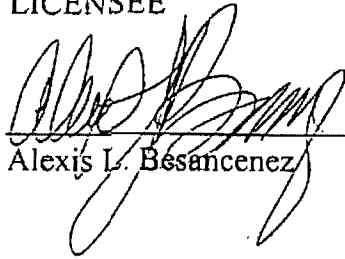
19. Besancenez, together with her partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives

in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

20. Besancenez understands that she may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Besancenez's license. If Besancenez desires the Administrative Hearing Commission to review this Settlement Agreement, Besancenez may submit her request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

21. If Besancenez requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Besancenez's license. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the MREC may proceed to seek discipline against Besancenez as allowed by law. If Besancenez does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

LICENSEE

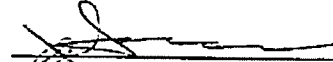


Alexis L. Besancenez

2-1-12

Date

MISSOURI REAL ESTATE
COMMISSION

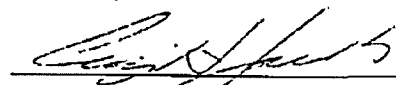


Janet Carder, Executive Director

Date: 2/15/12

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